

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
1523 Route 9 North  
Cape May Court House, NJ 08210  
Phone: (609) 465-9026 Fax: (609) 465-9025

ADDENDUM NO. 1  
to the  
CONTRACT DOCUMENTS  
OCEAN CITY REGION  
BAY AVENUE  
FORCE MAIN REPLACEMENT  
CONTRACT OC-06-19

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To All Document Holders:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above referenced contract as fully and completely as if the same were fully set forth herein:

**SPECIFICATIONS**

1. Section 00300:

On page 00300-30, paragraph 11.6.4, delete the words "downward negotiation" and replace with the words "negotiations in accordance with N.J.A.C. 7:14-2.7(d)".

2. Section 012000:

2.1 On page 012000-1, delete paragraph 1.02.B as written and replace with the following:

**"B. Mobilization/Demobilization:** The cost of mobilization and demobilization is included in Bid Item Number 39 as a lump sum pay item.

1. Includes expenses incurred in assembling and setting up for work in the area of the worksite, moving equipment, materials apparatus, tools and storage facilities and all other associated costs. Includes all expenses for removal of same.
2. Includes expenses for Insurance and Bonds and such other initial expenses required for start of work.
3. Monies are payable to the Contractor whenever the Contractor has completed ten percent (10%) of the work on the Contract. Work will be considered ten percent (10%) complete when the total payments earned, excluding the amount for mobilization/demobilization, for work done exceeds ten percent (10%) of the total Contract price, as verified by the Engineer.
4. The total amount Bid for mobilization/demobilization shall not exceed three percent (3%) of the total Contract amount Bid, including that for mobilization/demobilization."

2.2 On page 012000-9, add the following:

**“AC. Pay Item 39 – Mobilization/Demobilization – Lump Sum**

1. Payment shall be made at the Contract Lump Sum Price Bid up to a maximum of three percent (3%) of the total Contract amount Bid, including that for mobilization/demobilization.
2. The Lump Sum Price for mobilization/demobilization shall include all costs of mobilization and demobilization, including all expenses and all costs for Insurance and Bonds.”

3. Section 026600:

On page 026600-2, paragraph 2.1.A.1, delete “ASTM D2241”.

4. Replace the Sample Agreement as written with the following so as to add Pay Item No. 39.
5. Replace the Proposal as written with the following so as to add Pay Item No. 39

**All bidders shall acknowledge the receipt and acceptance of this Addendum No. 1 by indicating the Addendum Number in the space provided on the Proposal. Bids submitted without this Addendum acknowledgement will be considered non-responsive.**

**SAMPLE**  
**AGREEMENT**

THIS AGREEMENT, made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Cape May County Municipal Utilities Authority, P.O. Box 610, Cape May Court House, New Jersey 08210, hereinafter called "AUTHORITY" or "CMCMUA" and \_\_\_\_\_, hereinafter called "BIDDER" or "CONTRACTOR".

WITNESSETH, that whereas the AUTHORITY intends to enter into this Agreement with \_\_\_\_\_ in accordance with the Specifications and Bid Documents which are attached hereto and made a part of this Agreement and are binding on both parties as if all terms and conditions contained in the Contract Documents are set forth in full in this Agreement.

**Contract OC-06-19**

**Ocean City Region Bay Avenue Force Main Replacement**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Units</u></b>	<b><u>Unit Price</u></b>	<b><u>Price</u></b>
1.	20-inch C905 PVC Pipe Parallel Force Main Installation	13,500	Linear Feet	x \$ x x x x	= \$ x x x x
2.	36-inch Steel Casing Pipe Installation (Jacking and Boring)	140	Linear Feet	x \$ x x x x	= \$ x x x x
3.	Connection near 8 <sup>th</sup> Street	1	Lump Sum		\$ x x x x
4.	Connection at 20 <sup>th</sup> Street Pumping Station	1	Lump Sum		\$ x x x x
5.	Sliplining Connection at 31 <sup>st</sup> Street and Bay Ave.	1	Lump Sum		\$ x x x x
6.	Connection at 31 <sup>st</sup> Street near Haven Ave.	1	Lump Sum		\$ x x x x
7.	New Cleanout Chambers	3	Each	x \$ x x x x	= \$ x x x x
8.	New Air Release Chambers	14	Each	x \$ x x x x	= \$ x x x x
9.	Convert Existing Cleanout Chambers to Air Release Chambers (Access Pit)	1	Each	x \$ x x x x	= \$ x x x x

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Price</u>
10.	Convert Existing Cleanout Chambers to Air Release Chambers (Pull Point)	7	Each	x \$ x x x x =	\$ x x x x
11.	Demo/Remove Existing Cleanout Chambers	1	Each	x \$ x x x x =	\$ x x x x
12.	Re-instate Existing Cleanout (Access Pit)	1	Each	x \$ x x x x =	\$ x x x x
13.	Re-instate Existing Cleanout (Pull Point)	2	Each	x \$ x x x x =	\$ x x x x
14.	Re-instate Existing Air Release (Access Pit)	1	Each	x \$ x x x x =	\$ x x x x
15.	Re-instate Existing Air Release (Pull Point)	5	Each	x \$ x x x x =	\$ x x x x
16.	20 <sup>th</sup> Street Valve Vault	1	Lump Sum		\$ x x x x
17.	Demo/Remove Existing Interconnection Chamber	1	Lump Sum		\$ x x x x
18.	10-inch Insertion Valve (at 20 <sup>th</sup> Street Valve Vault)	1	Each	x \$ x x x x =	\$ x x x x
19.	20-inch Insertion Valve	2	Each	x \$ x x x x =	\$ x x x x
20.	10-inch Tapping Sleeve and Valve (at 20 <sup>th</sup> Street Valve Vault)	1	Each	x \$ x x x x =	\$ x x x x
21.	20-inch Tapping Sleeve and Valve	2	Each	x \$ x x x x =	\$ x x x x
22.	Clean and Televiser Existing 20-inch DIP FM	13,500	Linear Feet	x \$ x x x x =	\$ x x x x
23.	Sliplining Single Access Pits (30-feet X 6-feet)	2	Each	x \$ x x x x =	\$ x x x x
24.	Sliplining Double Access Pits (60-feet X 6-feet)	6	Each	x \$ x x x x =	\$ x x x x
25.	Sliplining Pull Point Pits (6-feet X 6-feet)	10	Each	x \$ x x x x =	\$ x x x x
26.	Sliplining w/ 16-inch HDPE Pipe	13,500	Linear Feet	x \$ x x x x =	\$ x x x x

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Price</u>
27.	Test Pits	13	Each	x \$ x x x x =	\$ x x x x
28.	Concrete Curb Replacement	130	Linear Feet	x \$ x x x x =	\$ x x x x
29.	Concrete Sidewalk Replacement	500	Square Feet	x \$ x x x x =	\$ x x x x
30.	Mill and Overlay County Road (Bay Avenue) including Striping	38,000	Square Yards	x \$ x x x x =	\$ x x x x
31.	Mill and Overlay City Road (31 <sup>st</sup> Street) including Striping	1,730	Square Yards	x \$ x x x x =	\$ x x x x
32.	Traffic Control during Parallel Force Main Installation	1	Lump Sum		\$ x x x x
33.	Traffic Control during Sliplining Work	1	Lump Sum		\$ x x x x
34.	Traffic Control during Mill and Overlay	1	Lump Sum		\$ x x x x
35.	Police Allowance – ( <i>direct pass through</i> )	--	Allowance		\$ 50,000.00
36.	Contingency Allowance (“if and where directed”)	--	Allowance		\$ 200,000.00
37.	Over-excavation of Unsuitable Material (“if and where directed”)	150	Cubic Yards	x \$ x x x x =	\$ x x x x
38.	Replace Existing Manhole Rungs (“if and where directed”)	50	Each	x \$ x x x x =	\$ x x x x
39.	Mobilization/Demobilization (Maximum amount allowed to be bid for this item is three percent (3%) of the Total Amount Bid)	1	Lump Sum		\$ x x x x
<b>Total Amount Bid (Sum of Lines 1 through 39).....</b>					<b>\$ x x x x</b>
<hr/> x					
<b>(Total Amount Bid in Words)</b>					

## **CONTRACT TIME**

All work specified in the contract documents shall be completed within five-hundred and thirty-five (535) calendar days from the Notice to Proceed date of the Contract. The following specific construction start and completion dates must also be met.

Start of Pipeline work in Roadways (between 31 <sup>st</sup> to 18 <sup>th</sup> Street)	September 3, 2019
Work may proceed everywhere	October 15, 2019
Completion of all items except final paving	May 22, 2020
Final Paving Start Date	September 8, 2020
Final Paving Complete (North of 9 <sup>th</sup> Street)	September 18, 2020
Final Paving Completion	November 13, 2020

No physical work may be done at the site prior to September 3, 2019, or between May 22, 2020 and September 8, 2020.

## **LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time duration specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (not as a penalty) the CONTRACTOR shall pay the OWNER five hundred dollars (\$500.00) for each calendar day that expires after any of the three (3) deadlines given below that the specified work is not completed.

1. May 22, 2020: All work, except final paving, must be complete.
2. September 18, 2020: All work, except for final paving south of 9<sup>th</sup> Street, must be complete.
3. November 13, 2020: All work must be complete.

## **SUCCESSORS AND ASSIGNS**

This Agreement and all of the covenants hereof shall incur to the benefit of and be binding upon the Authority and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Authority nor the Contractor shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

**IN WITNESS WHEREOF**, the parties to these presents have hereunto set their names:

**CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

x x x x x x x  
Assistant Corporate Secretary

BY: x x x x x x x x  
(SEAL)

x x x x x x x x  
(Name and Title)

**[NAME OF CONTRACTOR]**

ATTEST:

x x x x x x x x

BY: x x x x x x x x  
(SEAL)

x x x x x x x x  
(Name and Title)

SAMPLE

**PROPOSAL**

TO: The CMCMUA Board of Commissioners

Commissioners:

The Undersigned hereby declares the Contract Documents have been carefully read and (he) (she) (they) fully understand the Specifications and Instructions to Bidders, and will strictly adhere to all the terms and conditions, if awarded a contract therefore.

**CONTRACT OC-06-19**

**Ocean City Region Bay Avenue Force Main Replacement**

**BID ITEMS**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Units</u></b>	<b><u>Unit Price</u></b>	<b><u>Price</u></b>
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**(Total Amount Bid in Words)**

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3. November 13, 2020: All work must be complete.

**\*ADDENDA ACKNOWLEDGEMENT\***

No Addenda were Received

**OR**

Bidder hereby acknowledges Receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PROPOSAL MUST BE SIGNED IN INK**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print or Type

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address